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Attorneys for Plaintiffs Oregon Restaurant and
Lodging Association and Restaurant Law
Center

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORLAND DIVISION

OREGON RESTAURANT AND LODGING
ASSOCIATION, an Oregon Domestic Non-
Profit Corporation; and RESTAURANT LAW
CENTER,

Plaintiffs,

v.

KATE BROWN, in her official capacity as the
Governor of the State of Oregon,

Defendant.

Case No. 3:20-cv-2017

DECLARATION OF DANI
ROSENDALH IN SUPPORT OF
PLAINTIFFS' MOTION FOR
TEMPORARY RESTRAINING ORDER

EXPEDITED CONSIDERATION
REQUESTED

HEARING REQUESTED

I, Dani Rosendahl, hereby declare:

1. I make this declaration based upon my personal knowledge, and I am competent to testify to the matters stated in this declaration. I make this declaration in support of *Plaintiffs'*

Motion for Temporary Restraining Order. The Oregon Restaurant and Lodging Association is authorized to act on behalf of me and my business in addressing Governor Kate Brown's COVID-19 related executive orders.

2. I am the Director of Operations for The Pit Stop Sports Bar and BBQ Grill in Beaverton, Oregon. This establishment is duly authorized to carry on business in the state of Oregon and in Washington County, and it is subject to applicable health department regulations.

3. Our sales year to date, as compared to last year, are down 26.2%. Our net ordinary income is already down 36.7% as compared to last year. We are also losing lottery-based income (down 17.1%), ATM income (down 31.4%), pool table income (down 83.6%), and interest income (down 14.6%) all as compared to last year.

4. More disconcerting, however, is the losses sustained during the first "shut-down" after the pandemic began (March 18, 2020 through May 30, 2020), as compared to the same period of time last year. During *this* time period, our sales were down 91.2%, net ordinary income was down 256%, and our total net income (including income from sales, ATM, pool table, lottery, etc.) was down 655.6%, representing a significant loss which is not sustainable.

5. We have spent approximately \$5,000 to modify both our indoor and outdoor spaces to accommodate for pandemic related regulations allowing for in-person dining prior to Governor Brown's Executive Order issued earlier this week. We've lost approximately \$4,000 in perishable inventory as well.

6. Although we are currently offering take-out and delivery food orders, these sales do not even come close to paying the bills. It actually costs us money to stay open for these types of orders. Our temporary off premise license from the OLCC to sell cans and bottles of

beer, cider, and wine has expired. The license fee to keep it was too much versus what we sold in product to justify paying the fee.

7. At any one time, this business employs approximately 16 full-time and part-time employees. As a result of Governor Brown's most recent Executive Order prohibiting in-person dining, we have been forced to lay off all our employees except the General Manager and our Kitchen Manager, although they will both be working fewer hours. If the 2-week freeze period ordered by the Governor extends beyond 2 weeks, we will be forced to lay both the General Manager and Kitchen Manager off, and close the kitchen altogether. Both the General Manager and the Kitchen Manager have worked for us for over 9 years. Moreover, this will result in the loss of their health insurance. Covered under our plan are 3 adults and 5 children. The longer the Governor's moratorium on in-person dining continues, the harder it will be to re-open.

8. The current freeze-period has already resulted in a loss to us. Our sales yesterday, November 18, 2020, totaled only \$147.50. This was less than our labor costs incurred that day.

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9. My husband has personally guaranteed the lease under which the establishment operates, and he will be personally liable if we can no longer continue operations and are forced to terminate the lease. Moreover, we have numerous contracts with vendors that we will have to pay if we terminate those agreements as well.

I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY OF PERJURY.

DATED this 19th day of November, 2020.

By: Dani Rosendahl
Dani Rosendahl